

**REQUEST FOR PROPOSALS**  
**FOR**  
**Beverage Vending Machine Contract**

**As Requested by**  
**THE CITY OF RIO RANCHO, NEW MEXICO**



**RFP NUMBER – 17-PR-005**

**RFP SUBMITTAL DUE DATE:**

**10:00 AM Thursday, December 15, 2016**

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## 1. **INTRODUCTION**

**1.1. Scope of Work / Specifications.** The scope of work and specifications for this RFP are attached as Exhibit A.

**1.2. Overview.** The City of Rio Rancho (the "City") is seeking a contractor (the "Contractor" or the "Offeror") to provide citywide beverage services in an exclusive arrangement by which the Contractor will have the sole right to sell their product at all City facilities in accordance with the provisions contained herein. In exchange for such rights, the City shall be entitled to free cases of bottled water from the Contractor as further described in the RFP document.

**1.3. Point of Contact.** This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho  
Department of Financial Services  
Attention: Sandra Maes, Purchasing Specialist  
3200 Civic Center Circle NE  
Rio Rancho, NM 87144  
(505) 891-8769  
[smaes@rrnm.gov](mailto:smaes@rrnm.gov)

## 2. **CONDITIONS GOVERNING PROCUREMENT**

**2.1. Overview.** This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

**2.2. Schedule of Events.** Dates are subject to change. The City will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>	<b>Time</b>
Issue RFP	City of Rio Rancho	Wednesday, November 16, 2016	10:00 AM
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Monday, December 05, 2016	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, December 08, 2016	5:00 PM
Submission of Proposals	Offerors	Thursday, December 15, 2016	10:00 AM

\*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

**2.2.1. Issuance of RFP.** This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

**2.2.2. Pre-Proposal Conference.** A pre-proposal conference will not be held for this project.

**2.2.3. Return of Acknowledgement Form for Distribution List.** Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

**2.2.4. Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: <http://www.rnm.gov>. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

**2.2.5. Submission of Proposal.** All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho  
Clerk's Office  
Attention: Sandra Maes, Purchasing Specialist  
City Hall, 3200 Civic Center Circle Suite 150  
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title: Beverage Vending Machine Contract  
RFP 17-PR-005**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

**Delayed Opening or Closing of City Offices:** In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their

regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rrnm.gov>

**2.2.6. Proposal Evaluation.** The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

**2.2.7. Offeror Responsibility.** Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

**2.2.8. Oral Presentations.** The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

**2.2.9. Award without Discussions.** An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.

**2.2.10. Selection of Finalists.** If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.

**2.2.11. Discussions with Finalists.** The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

**2.2.12. Proposal Revisions and Best and Final Offers.** Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the

right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

**2.2.13. Finalize Contract.** The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

**2.2.14. Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

**2.2.15. Notice.** The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

## **2.3. General Proposal Requirements and Miscellaneous Information**

**2.3.1 General Proposal Requirements.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be

responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**

- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

### **2.3.2. Miscellaneous Information**

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit

proposals at their own risk and expense.

**2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.

**2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.

**2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.

**2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

**2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**

**DEFINITIONS:**

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
  - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  - (b) Possesses a current city business registration;
  - (c) Maintains its principal place of business within the corporate limits of the city; and
  - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
  - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  - (b) Possesses a current city business registration;
  - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
  - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided

in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

**INSTRUCTIONS:**

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
  - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
  - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

- 2.3.2.k. Acceptance of Proposals.** Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

### **3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS**

**3.1 Number of Copies.** Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

**3.2 Proposal Format.**

**3.2.1** Proposals shall be limited to a maximum length of 10 pages. The Required Information Form, Table of Contents, the cost proposal, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

**3.2.2** Proposals shall be divided into three clearly defined sections, which shall include:

**3.2.2.a** Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.

**3.2.2.b** Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

**3.2.2.c** Section 3: Cost Proposal

**3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

**3.2.4** The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

**3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

**4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS**

**4.1. Overview.** This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

**4.2 Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.

**4.2.1 Required Information Form.** Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

**4.2.2 Cost Proposal.** Offerors shall submit a detailed Cost Proposal detailing all applicable charges for offered products.

**4.3 Evaluation Criteria.** Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

**4.3.1 Project Understanding/Work Plan**

Provide information about the Offeror's understanding of the services to be provided. Include a well-defined work plan and detailed approach to the delivery of services detailed in the Scope of Work. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, delivery schedule of machines, and approach related specifically to this RFP.

**4.3.2 Experience of Offeror and Organizational Structure**

Provide detailed experience, qualifications and organizational structure of the Offeror. Points will be award based on the ability of the Offeror to express their knowledge and experience to provide the services being requested.

**4.3.3 Quality of Proposal**

The consultant shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, quality of product, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal.

**4.3.4 Cost Proposal.**

Provide relevant and concise information regarding the product variety, quality and pricing to be provided by Offeror. Offerors shall provide information regarding maximum pricing for the term of the agreement if applicable. Points will be awarded based on the reasonableness and competitiveness of pricing.

**5. Scoring Overview**

<b>RFP Section</b>	<b>Factor</b>	<b>Points</b>
	<b><u>Mandatory Requirements – Pass/Fail</u></b>	
4.2.1	Required Information Form	<b>Pass/Fail</b>
4.2.2	Cost Proposal	<b>Pass/Fail</b>
	<b><u>Evaluation Criteria</u></b>	
4.3.1	Project Understanding/Work Plan	<b>35</b>
4.3.2	Experience of Offeror and Organizational Structure	<b>15</b>
4.3.3	Quality of Proposal	<b>10</b>
4.3.4	Cost Proposal	<b>40</b>
	<b>Total Points</b>	<b>100</b>

**Exhibit A**  
**Scope of Work / Specifications for Beverage Vending Machine Contract**  
**RFP # 17-PR-005**

**1.1. GENERAL INFORMATION****1.2 Products**

1.2.1 The products shall be the line of all non-alcoholic Beverage Products sold by the Contractor. The City desires the options of a wide variety of beverage products to be provided by the Contractor for sale, including water, juices, tea, soda, isotonic, etc (excluding milk, hot coffee, hot tea, hot chocolate, and 4 or 6 ounce breakfast juice). The City shall be allowed to sell those products that are not currently sold by Contractor after Contractor is given ninety (90) days notice by City of its desire to sell said products.

1.2.2 The final product line to be sold will be at the mutual decision of the City and the Contractor.

1.2.3 The City shall not be required to provide personnel for selling beverages. However, if the City desires to sell over-the-counter beverages at events with its personnel, the Contractor shall be required to provide Beverage Products at a cost not greater than the costs contractually stipulated for sale at related events.

1.2.4 The City anticipates a certain volume of free bottled water products during each year of this agreement.

**1.3 Exclusivity**

1.3.1 The City will provide the selected Contractor the exclusive right to supply all non-alcoholic beverages excluding milk, hot coffee, hot tea, hot chocolate, and 4 or 6 ounce breakfast juice (the "Beverage Products"), including concession stands, but subject to any applicable laws, regulations or policies with respect to the City. Except as noted above, during the term of the contract, the Contractor shall fully supply all products in a timely manner to keep all machines, concessions, and food service operations fully supplied with respect to all cans, bottles, syrups, carbonation, and all other necessary supplies to allow the City and the Contractor to maximize sales.

1.3.2 The successful Contractor may receive exclusive beverage product advertising opportunities in all City owned facilities the operations of the City owner Santa Ana Star Center shall be exempt from the terms of this contract.

1.3.3 The City shall use its best efforts to ensure that the benefits described above are exclusive to the Contractor. However, the exclusive rights shall apply only with respect to City owned and controlled facilities with respect to which the City retains control of space utilization decisions. The exclusive rights shall be subject to any existing conflicting contract rights.

1.3.4 **Horace de Vargas Act.** The Horace De Vargas Act is an Act "providing for the establishment, maintenance and operations of a vending stand program for the Blind granting preference to the Blind and providing for co-operation with the United States Government." Notwithstanding anything to the contrary contained herein, the City shall

adhere to all requirements provided by the Horace de Vargas Act.

## 1.5 Equipment

1.5.1 The Contractor will be required to furnish, as soon as possible based on its submitted plan, but not less than within three months from the date of Contract award, vendor-owned and manufactured vending beverage machines and all other equipment at all agreed upon locations. Currently, there are ten (10) locations and eleven (11) machines on City premises. The vending machines shall be modern and of the latest machine technology, have bill change capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to the City.

<b>City Facility</b>	<b>Machine(s) needed</b>
Sabana Grande Recreation Center	1
Motor Vehicle Division	1
Meadowlark Senior Center	1
Loma Colorado Library	1
Dept. of Public Safety/Municipal Court	3
Animal Control	1
City Hall	1
Aquatic Center	1
Haynes Community Center	1
Total Machines	11

1.5.2 In an effort to conserve energy, machines that feature illumination, shall have such illumination turned off at times when not available for use. In addition, Contractor shall endeavor to ensure all machines are using the minimal amount of power as required for successful operation thereof.

1.5.3 Vending machines shall be quiet and not disruptive to the on-going activities on City property.

1.5.4 The installation and expense of installation of vending machines shall be the Contractor's responsibility. The City shall cooperate with, and support, reasonable requests from the Contractor in this regard.

1.5.5 The City may reject machine signage or logo if deemed objectionable or a distraction to the activities in any City facility or on City property.

## 1.6 Vending Equipment Maintenance

The Contractor shall be responsible for the maintenance and repair of vending equipment and any other equipment it provides for use on City property which is owned by the Contractor during the term of this contract. The City will exercise prudent care in the handling and operation of any such equipment. The Contractor must ensure that each machine is not out of service for more than 24 hours from the time of notification by any City employee of a malfunction. The Contractor shall replace machines which are chronically out of service or malfunctioning.

## 1.7 Electricity

The City shall furnish, at no cost to the Contractor, the necessary electricity for the operation of the machines. A projection of the maximum annual electrical cost and maximum aggregate annual electrical consumption per machine shall be included in the proposal. Please describe how your proposed operation can aid in cost/energy savings (i.e. timers, etc.).

### **1.8 Storage Space**

The City shall not be required to furnish any storage space for beverage products owned by the Contractor. The City may provide temporary storage of concession equipment after athletic or other events without charge.

### **1.9 Annual Rights Fee and Commission Payment/Procedure**

1.9.1 The annual rights fee for the City will be paid on the first business day of each contract year.

1.9.2 The Contractor shall pay the guaranteed commission minimums in ten payments, August through May. (If actual commissions exceed guaranteed commission minimums at the end of any contract year the City will receive an additional commission payment based on their actual gross sales for the year.) The commission payments shall be subject to certain guarantees and minimums as negotiated as described herein. Unless otherwise expressly provided herein or as may be agreed upon by the parties, payment of commissions and any other amounts due from Contractor hereunder shall be made on the 15th of each month. Payments shall only be paid as instructed in writing by the City. The Contractor must pay a minimum of six percent (6%) interest or the 6 month Treasury Bill rate whichever is higher, as a late fee for payments made after the due date.

1.9.3 The Contractor acknowledges that the Contractor is responsible for and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the City's calendars, temporary or permanent building closures, changes to building facility construction plans, changes to the athletic or extracurricular program or schedule, machine failure (refunds), other acts beyond the City's control, and actions within the City's control that are necessary for sound business reasons (e.g. relocation of vending machines) and that are considered typical for City operations. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors shall constitute a basis for reducing or renegotiating any annual commission guarantees, or any other payments to the City.

1.9.4 All machines shall have automatic sales counters which can be used for sales verification by the City.

1.9.5 For any portion of the term of the Contract which constitutes less than the City's entire fiscal year, the minimum guarantees under the Contract shall be reduced by a prorated amount based on the ratio of the number of business days during such year which are included in the term of the Contract and the total number of business days during such fiscal year.

### **1.10 Accounting Requirements**

1.10.1 All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours by the City or its designated auditor.

1.10.2 The Contractor shall provide prompt refunds for machine malfunctions by which money is accepted, but no product is dispensed. City and Contractor shall develop mutually agreed upon procedures for such process.

1.10.3 The City must approve the Contractor's quarterly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the City quarterly and shall include detailed sales reports by product and machine location, as well as a periodic reconciliation of the sales dollars from each location with the gross expected sales dollars based on the product sold. The report must separate sales and commission payments by site and by program (Food Service and Athletics). The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a period of three years after the close of each year's operation.

### **1.11 Licenses and Taxes**

1.11.1 All state, county, and city license fees shall be paid by the Contractor. The City shall be promptly reimbursed for any penalties or necessary and reasonable expenses due to the Contractor's failure to obtain necessary licenses.

1.11.2 The Contractor shall promptly pay all sales and excise taxes resulting from sales through the Contractor's vending machines. The City shall be promptly reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.

1.11.3 The Contractor shall comply with all federal, state, and City regulations governing the preparation, handling and serving of beverages, and shall procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.

### **1.12 Service Personnel and Service Vehicles**

The Contractor's personnel shall, at all times, be dressed in service uniforms and shall observe the City's regulations in effect. The Contractor shall be responsible for furnishing its service personnel the proper company uniforms and picture ID. Contractor's delivery vehicles must adhere to the City's advertising policies and must not include advertisement of alcoholic beverages.

### **1.13 Location of Vending Machines within City Facilities**

The City shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. No extension cords will be allowed. The Contractor may make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by the City. Once approved all expenses associated with any new electrical needs are to be paid by Contractor.

### **1.14 Sales Enhancement**

The Contractor shall meet quarterly, or at such other times as may be agreed upon by the parties, with key City personnel to plan and coordinate the services provided under the Contract with the intent to enhance sales in the City in a manner which is fiscally sound.

## **1.5 Exclusive Beverage Advertising Benefits**

The Exclusive Beverage Advertising Benefits shall include principally the following benefits at each entity:

1.15.1 The City shall make a good faith effort to commence the benefits listed in paragraph A above within four months after the commencement of the contract. Contractor acknowledges that certain advertising benefits described above cannot be made available until the second year of the Contract because the events will have been held or the publications published prior to the commencement of the contract. If in the reasonable judgment of the City, any of the advertising benefits described above become impractical to deliver, the City may substitute another benefit which has approximately the same benefit to the Contractor. All advertising is subject to the City's policy on advertising, including approval rights in order to ensure suitability. The Contractor shall be responsible for, and shall pay all costs of, designing, laying out and producing such advertising.

1.15.2 Subject to the advance approval of the City, Contractor shall have the right to distribute promotional items for Beverage Products at no cost to the City, including but not limited to pencils, calendars, book covers, mouse pads, classroom supplies, classroom materials, rulers and planners.

1.15.3 The City shall use its best efforts to ensure that the benefits described above are exclusive to the Contractor. For this purpose, the exclusive rights of Contractor shall preclude advertising of Beverage Products directly competing with Contractor's principal Beverage Products. The exclusive rights shall apply only with respect to City owned and controlled facilities with respect to which the City retains control of advertising decisions. The exclusive rights shall be subject to any existing conflicting contract rights.

Appendix A  
**REQUIRED INFORMATION FORM**

**RFP # 17-PR-005**  
**Beverage Vending Machine Contract**

**1. IDENTITY OF OFFEROR:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATE EMAIL CONTACT: \_\_\_\_\_

(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: \_\_\_\_\_

FACSIMILE #: \_\_\_\_\_

NEW MEXICO TAX # (if any) \_\_\_\_\_

NEW MEXICO STATE CORPORATION COMMISSION # \_\_\_\_\_

CONTACT PERSON FOR PROPOSAL \_\_\_\_\_

**2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST**

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

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(Please attach additional pages if necessary)

### 3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP # 17-PR-005 the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

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Name (print)

---

Signature

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Title

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Date

**Appendix B**  
**Contract No. XX-XX-XXX**  
**Beverage Vending Machine**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and \_\_\_\_ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Beverage Vending Machine, RFP No. 17-PR-005, on \_\_\_\_, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP No. 17-PR-005 on \_\_\_\_; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP No. 17-PR005 resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Contractor to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

**1. ENGAGEMENT; SCOPE**

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

**2. TERM; TERMINATION**

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

### **3. COMPENSATION AND PAYMENT**

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit B. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

### **4. RELATIONSHIP OF PARTIES**

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

### **5. STANDARD OF PERFORMANCE**

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

### **6. DELIVERABLES AND USE OF DOCUMENTS**

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

### **7. EMPLOYEES AND SUBCONTRACTORS**

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

### **8. INSURANCE**

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

### **9. ASSIGNMENT AND DELEGATION**

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or

trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

#### **10. RECORDS AND AUDIT**

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

#### **11. APPROPRIATIONS**

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

#### **12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Contractor without the prior written approval of the City.

#### **13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST**

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Contractor hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

#### **14. RELEASE; INDEMNITY**

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

#### **15. FORCE MAJEURE**

Neither the City nor the Contractor shall be liable for any delay in the performance of this

Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

## 16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

## 17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Parks and Recreation Department. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

### For notice to the City:

City of Rio Rancho  
Attn: Dyane Sonier, Resource Development Manager  
3200 Civic Center Circle NE  
Rio Rancho, New Mexico 87144  
Telephone: 505-891-5015  
Fax: (505) 891-5762

### For notice to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

## 18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

\_\_\_\_\_  
Keith J. Riesberg, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Tager, City Attorney

**Appendix C**  
**LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE**  
**CERTIFICATION FORM**

Business Name: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Address: \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

**DEFINITIONS:**

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

**INSTRUCTIONS:**

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

**A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.**

**REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.**

**THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.**

**PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:**

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

☐ Annual revenue up to \$3,000,000.00

☐ Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- ☐ Annual revenue up to \$3,000,000.00  
☐ Annual revenue more than \$3,000,000.00 or more

**RESIDENT VETERAN CONTRACTOR**

- ☐ Annual revenue up to \$3,000,000.00  
☐ Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one):**

LOCAL BUSINESS    AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: \_\_\_\_\_

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

\_\_\_\_\_ %

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Resident Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only:**

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



**CITY OF RIO RANCHO  
DEPARTMENT OF FINANCIAL SERVICES**

**RFP NO.: 17-PR-005**

**Appendix D  
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

**Name of Firm:** \_\_\_\_\_

**Firm Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-Mail: (required)** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

When completed, please email, fax or mail this form to the following contact:

Sandra Maes, Purchasing Specialist  
CITY OF RIO RANCHO  
DEPARTMENT OF FINANCIAL SERVICES  
3200 CIVIC CENTER CIRCLE  
RIO RANCHO, NM 87144  
Phone: (505) 891-8769  
Fax: (505) 891-5762  
[smaes@rrnm.gov](mailto:smaes@rrnm.gov)